

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101  
Prepared by: David M. Abramson, Planner I

**SUBJECT:** Developer's Agreement, DA 9-2-03 Majestic Groves, Majestic Groves Homeowners Beautification Committee, 11602 SW 26 Street/Generally located on the south side of SW 26 Street at the intersection of SW 26 Street and SW 116 Way.

**AFFECTED DISTRICT:** District 3

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE MAJESTIC GROVES HOMEOWNERS BEAUTIFICATION COMMITTEE FOR THE PLACEMENT OF AN ENTRANCE SIGN, LIGHTING AND LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Majestic Groves Homeowners Beautification Committee wishes to place entrance signs, lighting and landscaping at the entrance to Majestic Grove within the Town of Davie owned right-of-way for S.W. 26<sup>th</sup> Street. The right-of-way also includes the Central Broward Water Control District's (CBWCD) N-26 canal. The Majestic Groves Homeowners Beautification Committee sought out and received approval from the CBWCD.

At the time of construction of Majestic Groves, the required right-of-way along of S.W. 26<sup>th</sup> Street was 80 feet and identified on the Broward County Trafficways Plan as a collector road. In 1989, this portion of S.W. 26<sup>th</sup> Street was removed from the Trafficways Plan, and the Town continue to maintain ownership of this right-of-way. Presently, the Town desires to maintain ownership of this right-of-way for any future improvements including realignment of the road, signs, lights and/or bulkheads.

The location of the proposed entrance signs, lighting and landscaping is approximately 26.6 feet from the center of line of S.W. 26<sup>th</sup> Street in the right-of-way. However, the location of the proposed signs will not affect current sight visibility. Should the Town require any road improvements within this right-of-way area, the applicant agrees to remove their proposed entrance sign, lighting and landscaping, at their expense.

In the agreement, the follow items are addressed:

1. The Town grants Majestic Groves permission to erect and maintain monument signs and lighting and to install and maintain landscaping on the Properties according to the plans submitted to the Town.
2. Majestic Groves will at all times maintain said monument signs, lighting and landscaping on the Properties, will acquire all required permits to do so and agrees that the signage, lighting and landscaping will conform to code.
3. Majestic Groves will indemnify and hold harmless the Town (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said signs, lighting and landscaping.
4. The parties to this Agreement agree that if, in its sole judgment, the Town deems at any time said signs, lighting and landscaping are not being maintained or used in a manner consistent with the terms of this Agreement, or if in its sole judgment the Town determines that it must move or tear down the signs, lighting and landscaping, the Town has the unilateral right to replace, repair or remove any such signs, lighting and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs, lighting and landscaping will be borne exclusively by Majestic Groves.
5. The Town shall retain the right to go upon the Properties at all times and for any purposes whatsoever.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** N/A

**RECOMMENDATION(S):** Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

**Attachment(s):** Resolution, Future Land Use Map, Zoning and Aerial Map, Developers Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE MAJESTIC GROVES HOMEOWNERS BEAUTIFICATION COMMITTEE FOR THE PLACEMENT OF AN ENTRANCE SIGN, LIGHTING AND LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the properties located at the intersection of S.W. 26<sup>th</sup> Street and S.W. 116<sup>th</sup> Way, Davie, Florida, which are legally described in exhibit "A".

WHEREAS, the Majestic Groves Homeowners Beautification Committee wishes to place an entrance sign, lighting and landscaping within the Town of Davie 53'-0" owned right-of-way for S.W. 26 Street.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between the Town of Davie and the Majestic Groves Homeowners Beautification Committee, whereby

1. The Town grants Majestic Groves permission to erect and maintain monument signs and lighting and to install and maintain landscaping on the Properties according to the plans submitted to the Town.
2. Majestic Groves will at all times maintain said monument signs, lighting and landscaping on the Properties, will acquire all required permits to do so and agrees that the signage, lighting and landscaping will conform to code.
3. Majestic Groves will indemnify and hold harmless the Town (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said signs, lighting and landscaping.
4. The parties to this Agreement agree that if, in its sole judgment, the Town deems at any time said signs, lighting and landscaping are not being maintained or used in a manner consistent with the terms of this Agreement, or if in its sole judgment the Town determines that it must move or tear down the signs, lighting and landscaping, the Town has the unilateral right to replace, repair or remove any such signs, lighting and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs, lighting and landscaping will be borne exclusively by Majestic Groves.
5. The Town shall retain the right to go upon the Properties at all times and for any purposes whatsoever.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

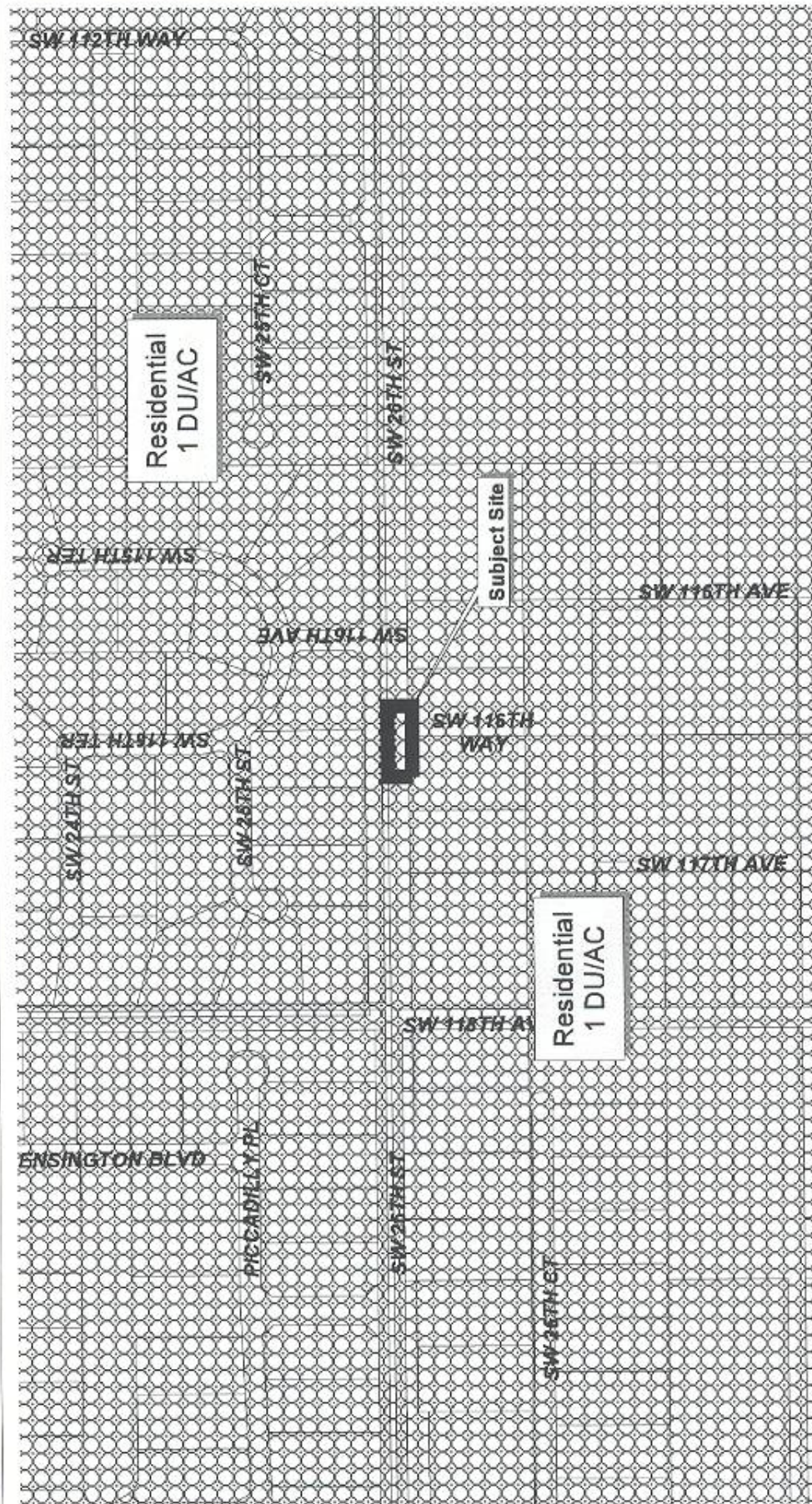
Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.







# DEVELOPERS AGREEMENT

## DA 9-02-03

### Future Land Use Map

Prepared By: TAV  
Date Prepared: 10/1/03









## DEVELOPER'S AGREEMENT

The parties to this Developer's Agreement (Agreement), being the Town of Davie, a political subdivision, 6591 Orange Drive, Davie, Florida 33314 (Town) and The Majestic Groves Homeowners Beautification Committee, Inc., a Florida non-profit corporation whose principle place of business is 3220 SW 116th Avenue, Davie, Florida 33330 (Majestic Groves), in exchange for the mutual covenants and promises contained in this Agreement, do agree as follows:

WHEREAS, the properties located at the intersection of SW 26th Street and SW 116th Way, Davie, Florida, which are legally described as follows:

A sign entrance easement being a portion of the Northeast 1/4 of Section 24, Township 50 South, Range 40 East, said easement being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4;  
Thence S.89°39'55"W., along the North line of said Northeast 1/4, a distance of 2014.45 feet;  
Thence S.00°20'05"E., a distance of 15.00 feet to the point of beginning;  
Thence continue S.00°20'05"E., a distance of 19.12 feet;  
Thence N.89°39'55"E., a distance of 20.00 feet;  
Thence N.46°37'08", a distance of 27.67 feet to the point of beginning;  
Said lands situate within the Town of Davie, Broward County, Florida containing 191 square feet, more or less.

And

A sign entrance easement being a portion of the Northeast 1/4 of Section 24, Township 50 South, Range 40 East, said easement being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4;  
Thence S.89°39'55"W., along the North line of said Northeast 1/4, a distance of 1945.22 feet;  
Thence S.00°20'05"E., a distance of 15.00 feet to the point of beginning;  
Thence continue S.00°20'05"E., a distance of 19.12 feet;  
Thence S.89°39'55"W., a distance of 20.00 feet;  
Thence N.45°56'58"E., a distance of 27.67 feet to the point of beginning;  
Said lands situate within the Town of Davie, Broward County, Florida containing 191 square feet, more or less.

And more fully described in the "Location Plan" attached hereto and made a part hereof (Properties) is located within the Town's Right of Way; and

WHEREAS, Majestic Groves desires to erect and maintain monumental signs and lighting and install and maintain landscaping, which is more fully described in composite Exhibit A attached hereto and made a part hereof, on the Properties located in the Town's Right of Way; and



WHEREAS, Majestic Groves requires the permission of the Town to install and maintain said monumental signs, lighting and landscaping on said Properties,

NOW THEREFORE, the Parties to this Agreement do hereby covenant and forever bind themselves as follows:

1. The Town grants Majestic Groves permission to erect and maintain monument signs and lighting and to install and maintain landscaping on the Properties according to the plans submitted to the Town.
2. Majestic Groves will at all times maintain said monument signs, lighting and landscaping on the Properties, will acquire all required permits to do so and agrees that the signage, lighting and landscaping will conform to code.
3. Majestic Groves will indemnify and hold harmless the Town (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said signs, lighting and landscaping.
4. The parties to this Agreement agree that if, in its sole judgment, the Town deems at any time said signs, lighting and landscaping are not being maintained or used in a manner consistent with the terms of this Agreement, or if in its sole judgment the Town determines that it must move or tear down the signs, lighting and landscaping, the Town has the unilateral right to replace, repair or remove any such signs, lighting and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs, lighting and landscaping will be borne exclusively by Majestic Groves.
5. The Town shall retain the right to go upon the Properties at all times and for any purposes whatsoever.
6. This Agreement shall not be effective until it has been executed by all parties.



IN WITNESS WHEREOF, the parties to this Agreement have executed  
this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Town of Davie

WITNESSES:

TOWN OF DAVIE

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Council member

ATTEST:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Town Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2003

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by  
\_\_\_\_\_, Mayor of the Town of Davie, who is personally  
known to me or who produced \_\_\_\_\_ as identification and who  
did/did not take an oath.

WITNESS my hand and seal in the County and State stated above this \_\_\_\_\_  
day of \_\_\_\_\_, 2003.

My Commission Expires:

\_\_\_\_\_  
Notary Public



The Majestic Groves Homeowners Beautification Committee, Inc.

WITNESSES:

MAJESTIC GROVES HOMEOWNERS  
BEAUTIFICATION COMM., INC.

Marla Stimpff Marla Stimpff  
Linn Bozant Linn Bozant

By Gail Stage  
President

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 6 day of October, 2003, by  
Gail Stage, President, Majestic Groves Homeowners  
Beautification Committee, Inc., who is personally known to me or who  
produced Driver's License as identification and who did take an  
oath.

WITNESS my hand and seal in the County and State stated above this 6  
day of October, 2003.

My Commission Expires:

[Signature]  
Notary Public



# Location Plan

FOUND 1/2" IRON ROD,  
NO ID., ELEV.=6.74'

S. 89'41"21"W. 674.44'

FOUND P.H.  
L.B. 420

S.W. 26th STREET

ASPHALT PAVEMENT

S. LINE OF SECTION 13-50-40

15.0' ROAD RESERVATION

S. 89'39'55"W.  
(PER PLAT)

PROPOSED MONUMENT  
SIGN, LOCATION IS  
APPROXIMATE.  
SEE CONSTRUCTION  
PLANS.

PROPOSED MONUMENT  
SIGN, LOCATION IS  
APPROXIMATE. SEE  
CONSTRUCTION PLANS.

DUCTILE IRON  
PIPE  
(SEALED PIPE)  
PROPOSED  
MONUMENT SIGN  
EASEMENT

EDGE OF PAVEM

EDGE OF PAVEN

INVERT  
ELEV.=(-0.02')

INCHMARK, SQUARE  
TOP OF CONCRETE  
C WALL, ELEV.=5.40'

RAP (TYPICAL)

BANK

ELECTRIC METER

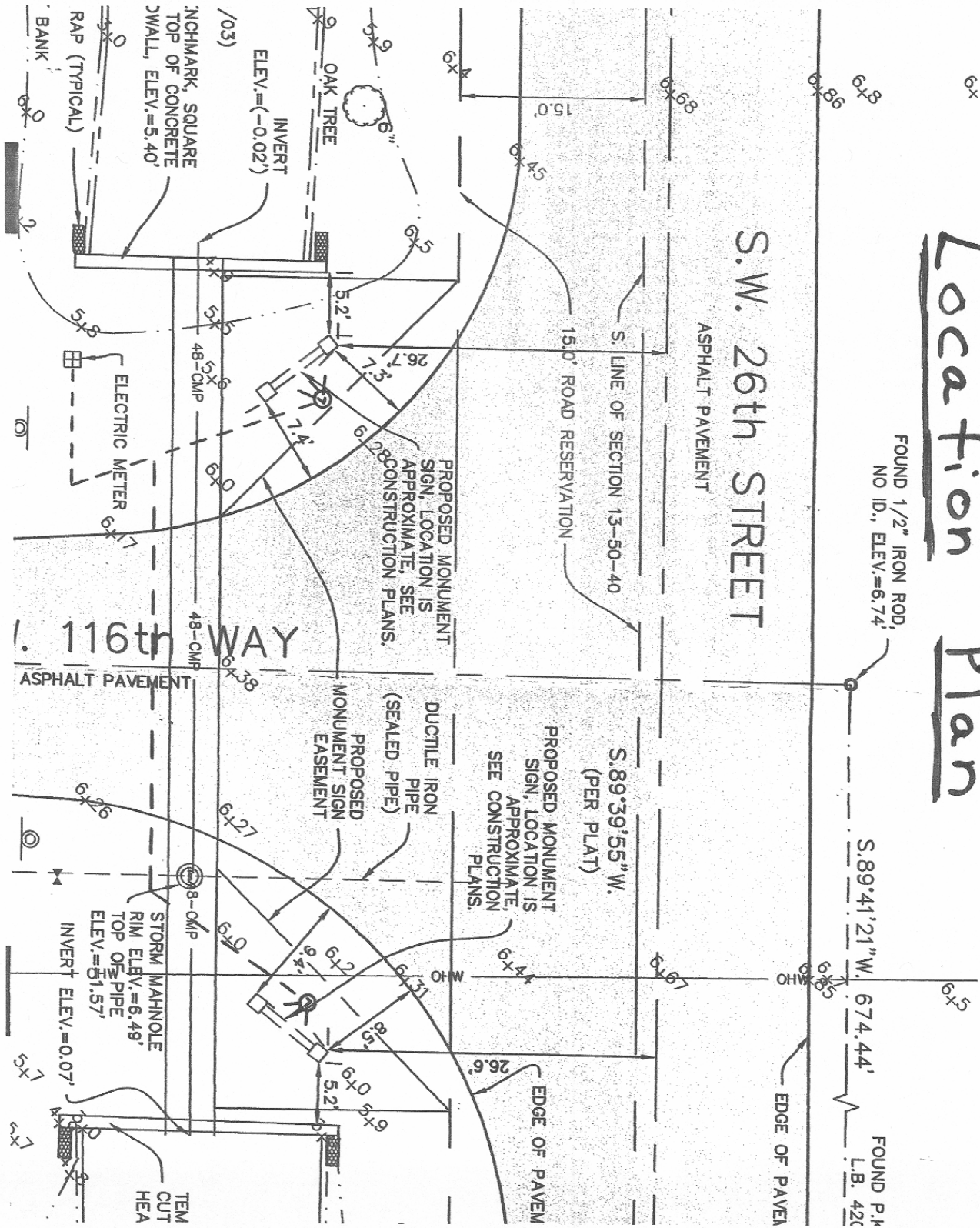
116th WAY

ASPHALT PAVEMENT

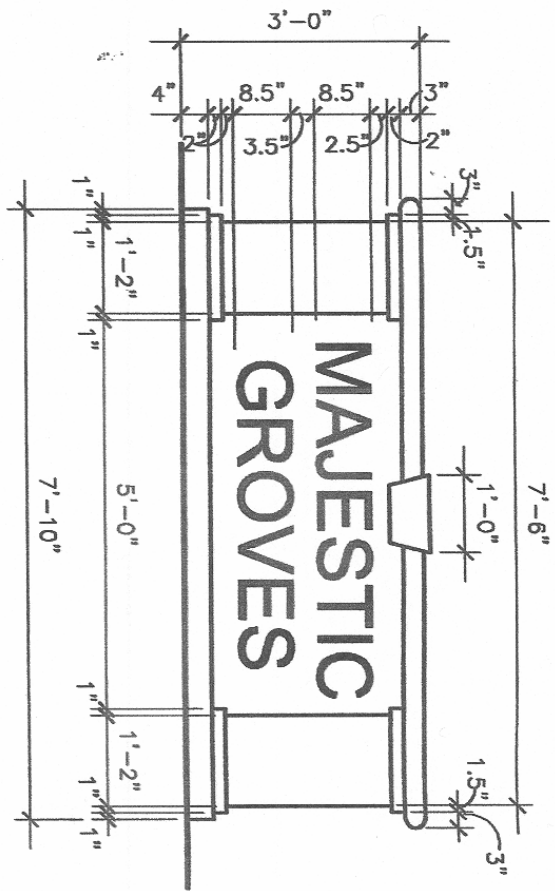
STORM MAHNOLE  
RIM ELEV.=6.48'  
TOP OF PIPE  
ELEV.=51.57'

INVERT ELEV.=0.07'

HEA CUT



# Composite Exh A



## MONUMENTAL SIGN ELEVATION

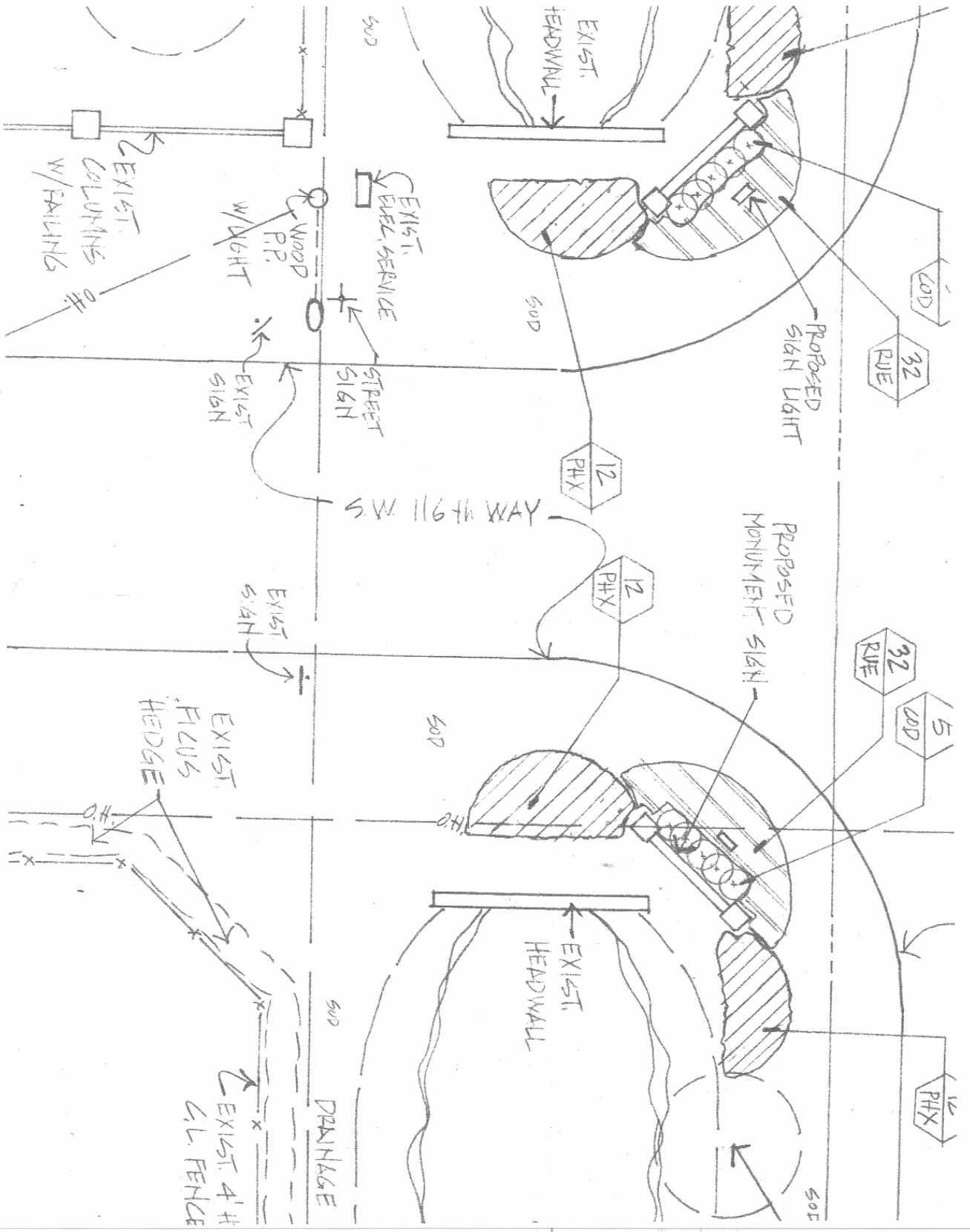
SCALE: 1/2" = 1'-0"

Brush Script  
Hunter Green



Beige  
off white

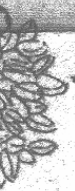




# PLANT LIST:

| BOTANICAL NAME                       | COMMON NAME            | SPECIFICATIONS                     | QTY.      |
|--------------------------------------|------------------------|------------------------------------|-----------|
| CODIAEUM VARIEGATUM 'PETRA'          | PETRA CROTON           | 3 GAL., 18" HT x 18" SPR, 18" O.C. | 10        |
| PHILODENDRON S. 'XANHADU'            | XANHADU PHILODENDRON   | 3 GAL., 15" HT x 15" SPR, 18" O.C. | 48        |
| RUELLIA B. 'COMPACTA KATIE' (PURPLE) | DWARF MEXICAN BLUEBELL | 1 GAL., 12" HT x 12" SPR, 15" O.C. | 64        |
| STENOCHAPRUM SECUNDATUM              | ST. AUGUSTINE GRASS    | 600 ONLY, STAGGER JOINTS           | AS NEEDED |

MIN. 3" MULCH



ON CENTER SPACING  
AS NOTED ON PLANS